

No. 11056

**UNITED STATES OF AMERICA
and
CANADA**

Exchange of notes constituting an agreement concerning activities of the United States at the Churchill Research Range following the expiration of the Agreement of 11 June 1965 (with annex). Ottawa, 16 November and 18 December 1970

Authentic text of note I and annex: English.

Authentic texts of note II: English and French.

Registered by the United States of America on 4 May 1971.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

Échange de notes constituant un accord relatif aux activités des États-Unis au Polygone de recherches Churchill après l'expiration de l'Accord du 11 juin 1965 (avec annexe). Ottawa, 16 novembre et 18 décembre 1970

Texte authentique de la note I et de l'annexe : anglais.

Textes authentiques de la note II : anglais et français.

Enregistré par les États-Unis d'Amérique le 4 mai 1971.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
CANADA CONCERNING ACTIVITIES OF THE UNITED
STATES AT THE CHURCHILL RESEARCH RANGE
FOLLOWING THE EXPIRATION OF THE AGREEMENT
OF 11 JUNE 1965²

I

*The American Ambassador to the Secretary of State for External
Affairs of Canada*

EMBASSY OF THE UNITED STATES OF AMERICA

Ottawa, November 16, 1970

No. 226

Sir :

I have the honor to refer to discussions which have taken place between representatives of the Government of the United States of America and of the Government of Canada concerning activities of the United States at the Churchill Research Range following the expiration on June 30, 1970 of the agreement of June 11, 1965² concerning the joint use and funding of the Range by Canada and the United States. It is my understanding that since July 1, 1970 the Range has been funded, operated and maintained by the National Research Council of Canada for support of Canadian programs, but that there is the possibility for accommodation of United States sounding rocket launchings or other scientific activities on a case-by-case basis.

Since the discussions referred to indicate that the continuing availability of the Range to the United States is to the mutual interests of both countries, I have the honor to propose that future support of United States activities at the Range, or at other facilities of the National Research Council of Canada, be accommodated in accordance with the terms and conditions set forth in the Annex to this Note. If this proposal is acceptable to the

¹ Came into force on 18 December 1970, with retroactive effect from 1 July 1970, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 564, p. 83.

Government of Canada, I have the honor to propose that this Note and its Annex and your reply to that effect shall constitute an Agreement on this matter between our two Governments which will enter into force on July 1, 1970 and remain in force until June 30, 1973, unless terminated by either Government on three months' written notice to the other or unless extended for additional periods by mutual agreement of our two Governments.

Accept, Sir, the renewed assurances of my highest consideration.

ADOLPH W. SCHMIDT

Enclosure :
Annex.

The Honorable Mitchell Sharp
Secretary of State for External Affairs
Ottawa

A N N E X

TERMS AND CONDITIONS GOVERNING THE SUPPORT OF UNITED STATES ACTIVITIES AT THE CHURCHILL RESEARCH RANGE

Article I

Canadian Government Responsibility

1. The Government of Canada (hereinafter referred to as Canada) may from time to time make the Churchill Research Range (hereinafter referred to as the CRR) available to agencies of the Government of the United States (hereinafter referred to as the United States) to carry out experiments for peaceful purposes involving sounding rockets and shall support accepted projects with the services and facilities of the CRR to the same extent as it supports Canadian experiments, subject to the requirements of the Canadian program.

2. Canada may similarly make these facilities of the CRR available for scientific experiments using ground-based instruments, balloons or aircraft.

3. Canada will arrange for the launching of meteorological rockets furnished by the United States Air Force provided that these launchings do not interfere with the primary function of the Range.

Article II

United States Government Responsibility

The United States will continue to provide such rockets and rocketborne equipment as may be required for US launches and such ground measuring and

recording devices not available at CRR as they may deem necessary and may provide such other equipment as needed for the performance of activities under this Agreement. Equipment provided by the United States may be operated by either of the parties to this Agreement.

Article III

Cooperating Agencies

Cooperating Agencies shall be designated by each Government to carry out, in consultation, the provisions of this Agreement. For Canada the Cooperating Agency shall be the National Research Council of Canada (hereinafter referred to as NRC). For the United States the Cooperating Agency shall be the National Aeronautics and Space Administration (hereinafter referred to as NASA). Either Government may change its Cooperating Agency by means of notice in writing to the other Government. The Cooperating Agencies designated by the two Governments are authorized to conclude supplementary agreements and administrative arrangements from time to time in the implementation of this Agreement.

Article IV

Scheduling

The NRC shall determine the level of activities to be conducted at the Range as follows :

1. With due regard to Canadian program requirements, NRC will schedule and launch United States scientific experiments involving the use of sounding rockets for space research for peaceful purposes and shall support the scheduling and launching of these experiments with the services and facilities of the Range to the same extent as it supports the scheduling and launching of Canadian scientific experiments involving the use of sounding rockets, except as stated below.

2. In the case of the Aerobee 150 and any other liquid fuelled rocket accepted by the NRC for launching from the Range, NASA will provide an adequate number of experienced personnel required for a satisfactory and safe operation of the Aerobee facility. The facility will normally stay deactivated at the Range and will require reactivation work in advance of a launch scheduled from this facility.

3. Rocket launching schedules and other details shall for each specific case be arranged between the Cooperating Agencies.

4. The Range will normally comprise the following capabilities: Launch, electronic data retrieval, tracking and trajectory, communication, observation housing, fire protection and limited logistics and technical support.

Article V

Safety

All programs conducted at the Range shall conform to the NRC Safety Regulations in force at the Range.

*Article VI**Financial Arrangements*

1. For each launching of a sounding rocket from the CRR, pursuant to this Agreement, the United States shall pay at a rate or rates to be mutually agreed by the Cooperating Agencies.

2. For United States experiments at the CRR, not involving sounding rockets, the appropriate remuneration shall be agreed in each individual case by the Cooperating Agencies.

*Article VII**Data Exchange*

The scientific data derived by each Government from the conduct of activities pursuant to this Agreement shall be made available on request within a reasonable period of time to the Cooperating Agency of the other Government, subject to normal protection being given to the interests of prime experimenters. Scientific data will also be made available to the international scientific community, subject to the protection of the experimenters' rights.

*Article VIII**Definition of Term "United States Personnel"*

For the purpose of this Agreement, the term "United States Personnel" shall mean :

1. Civilian personnel (including persons who are not United States citizens) engaged in or connected with United States activities on the Range but excluding :

- (i) Canadian citizens and persons ordinarily resident in Canada
- (ii) Personnel employed by a contractor engaged by the Canadian Cooperating Agency for the operation and maintenance of the Range.

2. Members of the United States "force" and "civilian component" as defined in Article I of the North Atlantic Treaty Status of Forces Agreement signed in London on June 19, 1951.¹

*Article IX**Canadian Immigration and Customs Regulations*

1. Except as otherwise provided, the direct entry of United States personnel into Canada shall be in accordance with Canadian customs and immigration procedures which shall be administered by local Canadian officials designated by Canada.

¹ United Nations, *Treaty Series*, vol. 199, p. 67.

2. Canada shall take the necessary steps to facilitate the admission into, and the departure from, the territory of Canada of United States personnel. The United States, at the request of Canada, will assist in arranging for the departure from Canada of any such personnel without expense to Canada.

Article X

Taxation

Canada shall grant remission of customs duties and federal sales and excise taxes on goods imported by or on behalf of the United States specifically for its own use at the Range and federal sales and excise taxes on goods purchased by or on behalf of the United States in Canada which are to be used exclusively by the United States at the Range.

Article XI

Liability and Claims

1. In case of an accident arising in connection with the operation of the Range, responsibility to third parties shall be determined in accordance with Canadian law.

2. No liability shall attach to the United States based solely on title in the equipment and facilities at the Range.

3. Where, as a result of determination in accordance with Canadian law the operator of the Range is found liable, the Canadian Cooperating Agency shall bear the cost thereof.

4. Claims for damage to property or injury to persons arising from acts or omissions of United States personnel, who are sponsored by or employed by or directly connected with NASA, may be considered and settled in accordance with the provisions of Section 203(b) (13) of the United States National Aeronautics and Space Act (42 U.S.C. Sec. 2473) and as it may be amended.

5. Claims for damage to property or injury to persons arising from acts or omissions of members of the United States "force" as defined in Article VIII of this Agreement will be considered and settled in accordance with Article VIII of the North Atlantic Treaty Status of Forces Agreement, signed in London on June 19, 1951.

6. In the case of other claims against the United States arising from activities at the Range, the United States may also offer to settle these in accordance with applicable provisions of United States law. If any such offers are acceptable, the United States may so settle them.

Article XII

Information

The public release of information relating to operations under this Agreement will be the responsibility of the Agency concerned with the sponsorship of each project.

*Article XIII**Locations Other than CRR*

In addition to the Churchill Research Range, other facilities or installations of the National Research Council of Canada may be used for the support of United States sounding rocket launches or other scientific experiments for peaceful purposes as described in Article I, as may be agreed between the Cooperating Agencies. The provisions of the Articles of this Annex shall apply to such activities where applicable.

II

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

Ottawa, December 18, 1970

No. FSR-607

Excellency,

I have the honour to refer to your Note No. 226 of November 16, 1970 and the Annex thereto concerning the continued use of the Churchill Research Range by the United States for the purposes of sounding rocket launchings and other peaceful scientific activities as defined in the Annex. I wish to advise that the Government of Canada accepts the proposals set forth in your Note and the Annex thereto and agrees that your Note, together with this reply which is authentic in English and French, shall constitute an Agreement between our two Governments which entered into force July 1, 1970 and shall remain in force until June 30, 1973 unless terminated by either Government on three months written notice to the other or unless extended for additional periods by mutual agreement of our two Governments.

Accept, Sir, the renewed assurances of my highest consideration.

MITCHELL SHARP
Secretary of State for External Affairs

His Excellency Adolph W. Schmidt
Ambassador of the United States of America
Ottawa